

General Software and Cloud Supplemental Terms

These General Software and Cloud Supplemental Terms (“General Software and Cloud Terms”) apply in addition to the Base Terms between the Tecosa entity named on the Order and the Customer that accepted the Order.

They apply only to:

- Software or Cloud Services (or a combination of both); and
- any associated maintenance and support services and Documentation.

Capitalized terms are defined [at the end of the document](#) or in the Base Terms.

Commercial terms

1. Delivery

1.1. Delivery of Software and Cloud Services

Unless otherwise set forth in the Order, delivery occurs:

- a. for Cloud Services, when Tecosa makes Cloud Services available to Customer for access and use;
- b. for Software, when Tecosa:
 - makes Software available to Customer via electronic download from a website specified by Tecosa, or
 - ships the tangible media containing the Software; and
- c. for Offerings made up of a combination of Cloud Services and Software, when Tecosa makes the Software and Cloud Services available.

1.2. Delivery terms for tangible media

Software on tangible media will be delivered subject to EXW (INCOTERMS®2020) if delivery takes place entirely within the United States or China.

In all other cases, Software will be delivered subject to DAP (INCOTERMS®2020).

1.3. Remote installation

Customer consents to the installation of Software on systems it uses, which may be provided through Cloud Services.

2. Payment

2.1. Direct purchases from Tecosa

Tecosa will invoice Customer in advance for Offerings, unless agreed differently in the Order.

Without limiting any other remedies available to Tecosa, Customer will pay the applicable price for any excess use of an Offering at its then-current price and within 30 days of the invoice date.

Except as expressly set forth in the Agreement, all payment obligations are non-cancelable and non-refundable.

2.2. Purchases through a Tecosa-authorized partner

If Customer has procured an Offering through a Tecosa-authorized partner, different invoicing and payment terms may apply as agreed between Customer and that partner.

Tecosa may share with the partner information about Customer's use and consumption of Offerings for account management and billing purposes.

Use of Offerings

3. Users

3.1. Authorized users

The number and categories of users authorized to access an Offering are defined in the Entitlements. Users who submit declarations, notifications, or orders to Tecosa are acting on Customer's behalf.

3.2. Affiliates as users

If a Customer's Affiliate is entitled to access or use an Offering, Tecosa may enforce its rights directly against that Affiliate.

4. Customer's responsibilities

Customer will:

- a. be responsible for the use of Offerings;
- b. be responsible for the security of Customer's systems and the software they include and will take commercially reasonable steps to exclude malware, viruses, spyware, and trojans;
- c. obtain, at its expense, any required rights, consents, and permits from vendors of software and services that Customer intends to use with an Offering;
- d. make sure that any user who accesses or uses an Offering on Customer's behalf, at Customer's invitation, or by invitation of a Customer's user complies with Customer's obligations;
- e. be responsible for any person using or accessing the account of a user under the Agreement; and
- f. immediately notify Tecosa and terminate the relevant user's or user account's access to Offerings if Customer becomes aware of any:
 - violation of the Agreement by a user; or
 - unauthorized access to any user account.

5. Use rights

5.1. Cloud Services use rights

For Cloud Services within an Offering, Tecosa grants Customer a non-exclusive, non-transferable, limited right to access and use such Cloud Services:

- a. for Customer's internal business purposes;
- b. during the applicable Subscription Term; and
- c. only in line with the Entitlements and the Agreement.

5.2. Software and Documentation use rights

For Software and Documentation within an Offering, Tecosa grants Customer a non-exclusive, non-transferable, non-sublicensable, limited license to use Documentation and install and use Software:

- a. for Customer's internal business purposes;

- b. during the applicable Subscription Term or other period specified in the Order; and
- c. only in line with the Entitlements and the Agreement.

5.3. Source code use rights

Software contained in an Offering is generally provided in object code form only. To the extent that any Software is provided in source code form, Customer may only use it to modify or enhance the applicable Offering that the Software is a part of. All modifications or enhancements will be owned by Tecosa and subject to the license set out in Section 5.2.

6. Use restrictions

6.1. General

Except as authorized in the Agreement, Customer will not, and will not allow any person or entity to:

- a. resell, transfer, sublicense, publish, loan, lease, or use any Offerings to benefit a third party without Tecosa's prior written consent;
- b. modify, repair, or create derivative works of any Offerings;
- c. reverse engineer, disassemble, decompile, or attempt to discover the source code of any Offerings;
- d. use an Offering in a way that could subject it to any Third-Party Terms for open source software not already applicable to such Offering;
- e. use an Offering to develop or enhance a product that is competitive with such Offering; or
- f. remove any proprietary notices or legends in or affixed to any Offerings.

6.2. Copies of Software and Documentation

Customer may copy Software or Documentation only:

- a. as required to use the Offering as authorized under the Agreement; and
- b. if Customer ensures that any copy includes all proprietary notices in or affixed to the Software or Documentation as received from Tecosa.

6.3. Application Programming Interfaces (APIs)

Customer will only use APIs identified as "published" in the Documentation, and as described in it to support the authorized use of Offerings.

6.4. Restrictions applicability

The restrictions set out in this Section 6 do not apply to the extent they conflict with mandatory law.

7. No-Charge Offerings and Previews

- a. Tecosa provides No-Charge Offerings and Previews "as is" and without warranty, indemnity, support, or other commitments. Previews are not ready for production use, and Customer uses any Previews at its risk and discretion.
- b. Tecosa may change, limit, suspend, or terminate any Previews at any time.
- c. Customer will:
 - use Previews identified in an Order as "demo," "test," "evaluation," "beta," "pre-release," or similar, and No-Charge Offerings only for internal test and evaluation purposes;
 - evaluate any test Previews without compensation; and
 - limit access to Previews only to those employees and Customer locations authorized by Tecosa.
- d. Tecosa will have exclusive title to and ownership of all written evaluations and all inventions or developments that Tecosa conceives or makes during or after Customer's use of the Previews, including those based on Customer's Feedback.

8. Reservation of rights

All Software, Cloud Services, and non-public Documentation are trade secrets of Tecosa and of Tecosa' licensors.

Tecosa or its licensors retain title to and ownership of Software, Cloud Services, Documentation, and Tecosa IP. Tecosa reserve all rights in Offerings and Tecosa IP not expressly granted in the Agreement.

Tecosa reserves the right to embed a reporting mechanism in Software to detect unauthorized use of Software licenses.

Additional terms for Cloud Services

9. Service level agreements

During the Subscription Term, Tecosa will comply with the applicable service level agreements for Cloud Services as set out in any Supplemental Terms.

10. Out of scope

Cloud Services specifically exclude:

- a. access to the internet or any other network;
- b. suitable connectivity or any other resources necessary for accessing or using Cloud Services; and
- c. the transmission of Content to and from the exit of the wide area network of the data centers used by Tecosa to provide Cloud Services.

11. Changes to Cloud Services

11.1. Permitted changes

Cloud Services may be modified, discontinued, or substituted by Tecosa from time to time.

During a Subscription Term, Tecosa will not discontinue Cloud Services or materially degrade their core features or functionalities without making available substitute Cloud Services, except to address:

- a. new legal requirements;
- b. changes imposed by Tecosa' vendors or subcontractors (e.g., the termination of Tecosa' relationship with a provider of software or services required to provide such Cloud Services); or
- c. security risks that cannot be resolved in a commercially reasonable manner.

11.2. Material degradation of Cloud Services

If any material degradation or discontinuation of Cloud Services happens in accordance with Section 11.1:

- a. Tecosa will notify Customer as soon as practicable; and
- b. Customer may terminate the Order for the applicable Offering by written notice within 30 days of receiving notice of degradation or discontinuation.

If the Order is terminated or the Cloud Services discontinued without available substitute Cloud Services, Tecosa will refund any prepayment for the applicable Offering on a pro-rata basis for the remainder of the Subscription Term.

12. Use of messaging services

Customer may use Cloud Services to send emails or other messages to users and third parties and is solely responsible for such messages and their content.

Messages may be blocked, delayed, or prevented from being delivered by destination servers and other reasons outside of Tecosa' control. Tecosa does not warrant that messages will reach their intended destination in a given timeframe.

13. Third-Party Content

Any contractual relationship regarding Third-Party Content:

- a. is only between Customer and the relevant third-party vendor; and
- b. may be governed by separate terms made available by Tecosa with or as part of Third-Party Content.

Tecosa will have no responsibility for Third-Party Content or Customer's use of it.

14. Acceptable Use Policy and indemnity

Customer will ensure that it and all users of any Offerings comply with the AUP.

Customer will indemnify Tecosa, its Affiliates, and their subcontractors against any claims, damages, fines, and costs (including attorney's fees and expenses) arising from:

- a. violation of the AUP by Customer or any user;
- b. violation of laws, regulations, or rights of others by Customer's or any user's use of an Offering; or
- c. Customer Content.

15. Ownership and use of Customer Content

15.1. Responsibility for Customer Content

Customer will:

- a. be responsible for:
 - Customer Content, including the management, transfer, use, accuracy, and quality of Customer Content and how Customer acquires such Customer Content;
 - taking appropriate steps to protect, delete, and retrieve Customer Content, including by keeping backup copies;
- b. confirm the geographic area in which Customer Content will be stored, which may be outside the country where Customer is located; and
- c. ensure that Customer Content can be processed and used in line with the Agreement without violating any rights of others or any laws or regulations.

15.2. Limited use for service provision

Tecosa will not acquire any title to or ownership of Customer Content. Tecosa and its subcontractors will use Customer Content only:

- a. to provide Offerings;
- b. as the Agreement allows; or
- c. as agreed by the parties.

15.3. Protection of Customer Content

Cloud Services will be provided using processes and safeguards designed to protect the integrity and confidentiality of Customer Content, including encryption of data in transit and at rest.

Some Cloud Services may provide features that allow Customer to share Customer Content with third parties or make Customer Content public. Customer will use such features at its risk and discretion.

Data

16. Security and data privacy

Each party will comply with applicable data privacy laws governing the protection of personal data.

Where Tecosa acts as Customer's processor of personal data provided by Customer, the Data Privacy Terms available at <https://www.Tecosa.com/dpt> (including the technical and organizational measures described in them) apply to the use of the relevant Offering and are part of the Agreement.

17. Systems Information

17.1. Use of Systems Information

Tecosa, its Affiliates, and their subcontractors may use Systems Information to support, maintain, monitor, operate, and improve their products and services or enforce their rights, provided that any Systems Information derived from Customer Content may only be used to improve products and services when aggregated with other information so that the original Customer Content is not identifiable.

17.2. Confidentiality

Systems Information is Tecosa Confidential Information. Tecosa may disclose Systems Information to a Tecosa-authorized partner only to the extent reasonably required for such partner to fulfil its support obligations to Customer.

Renewals, suspension, and termination

18. Subscription renewals

18.1. Renewal

If indicated in the Order or agreed by the parties in an electronic system made available by Tecosa, the Subscription Term for the applicable paid Offering will automatically renew for successive Subscription Terms.

To avoid renewal, a party must notify the other at least 60 days before the end of that Subscription Term.

18.2. Renewed term

Any renewed Subscription Term will be the same length as the preceding term or 12 months (whichever is longer).

18.3. Price upon renewal

The price during any renewed Subscription Term will be the same as that in effect at the end of the preceding Subscription Term, unless:

- a. Tecosa notifies Customer of a price change at least 90 days before the end of the then-current Subscription Term; or
- b. the price for the renewed Subscription Term is specified in the Order.

18.4. Applicable agreement

If the Agreement or Order applicable to the Offering incorporates online terms by reference, the then-current online terms will apply to the renewed Subscription Term.

19. Suspension and limitation

19.1. Suspension and limitation rights

Tecosa may immediately suspend or limit Customer's or any user's access to and use of Offerings, in whole or in part, if Tecosa:

- a. reasonably determines that using the Offering:
 - poses a security risk to the Offering, Tecosa, or any third party; or
 - subjects Tecosa or any third party to liability; or
- b. has the right to immediate termination under Section 20.

19.2. Effect

Suspension or limitation will:

- a. not limit any other rights available to Tecosa under the Agreement;
- b. not relieve Customer of its obligation to pay; and
- c. be promptly lifted when the reason for such suspension or limitation no longer exists.

20. Termination

20.1. Mutual termination rights

Neither party will terminate an Order for convenience during the applicable Subscription Term.

Either party may only terminate with immediate effect an Order for an Offering during its applicable Subscription Term if:

- a. the other party materially breaches the Agreement; and
- b. the breach remains uncured for a period of 30 days from receiving notice.

Such termination will only be effective with respect to the affected Offering.

20.2. Tecosa' termination rights

Tecosa may terminate with immediate effect any or all Orders or the Agreement upon notice if Customer:

- a. does not comply with applicable law or the request of government authorities;
- b. installs or uses Software without authorization; or
- c. breaches in any way Sections 2.1, 3, 4, 5, 6, 7, 8, 14, 25, and 26 of the General Software and Cloud Terms or Sections 9, 11, or 25 of the Base Terms.

20.3. Effects of termination or expiration

20.3.1. **Access and use rights.** Customer's rights to access, use, or receive applicable Offerings automatically terminate when:

- a. the relevant Subscription Term expires; or
- b. any Order for one or more of the affected Offerings is terminated.

20.3.2. **Customer's obligations.** Upon termination or expiration, Customer will immediately:

- a. stop using the affected Offerings;
- b. remove and destroy all Software and other Tecosa Confidential Information relating to such Offerings in its possession or control; and
- c. certify such removal and destruction in writing to Tecosa.

20.3.3. **Availability of Customer Content.** Customer Content will remain available for download for a period of 30 days, provided Customer complies with the Agreement and pays the applicable price. Customer Content may then be deleted.

20.4. Refunds

If the Agreement or any Order is terminated by Tecosa under Section 20.1 or 20.2, Customer will still have to pay the total agreed price, which will be due and payable immediately upon termination.

If any Order is terminated by Customer under Section 20.1, Tecosa will refund a reasonable portion of any prepayment on a pro-rata basis for the remainder of the Subscription Term for the affected Offerings.

20.5. Survival

The following Sections of the General Software and Cloud Terms will survive termination of the Agreement: 2 (Payment); 4 (Customer's responsibilities), 6 (Use restrictions), 8 (Reservation of rights), 14 (Acceptable Use Policy and indemnity), 17 (Systems Information), 20.3 (Effects of termination or expiration), 23 (Disclaimers), 25 (Information obligation and audit), and 26 (Export control compliance).

Warranties

21. Software warranty

21.1. Software warranty

Tecosa warrants that Software will perform substantially in accordance with the features and functionalities described in the Documentation for 90 days from the date the Offering is made available to Customer.

21.2. Remedy

To the extent permissible by law, Tecosa's entire liability and Customer's sole and exclusive remedy for a breach of this Software warranty will be for Tecosa to, at Tecosa's option:

- a. correct errors or provide workarounds;
- b. replace defective Software; or
- c. require Customer to return the defective Software, terminate the Order for the non-conforming Offering, and refund the price paid for the Offering.

21.3. Exclusions

The warranty for Software excludes:

- a. **No-Charge Offerings;**
- b. **Software provided upon re-mix;**
- c. **Software designated as retired or not generally supported on the Order date;**
- d. **Software made available under the maintenance services terms set out in any applicable Supplemental Terms;**
- e. **Non-reproducible errors; and**
- f. **Issues, problems, or defects due to not using Software in line with the terms of the Agreement.**

22. Cloud Services warranty

22.1. Cloud Services warranty

Tecosa warrants that Cloud Services will perform substantially in accordance with the features and functionalities described in the Documentation.

22.2. Remedy

To the extent permissible by law, Tecosa's entire liability and Customer's sole and exclusive remedy for a breach of this Cloud Services warranty will be for Tecosa to, at Tecosa's option:

- a. use commercially reasonable efforts to restore the non-conforming Cloud Services so that they comply with this warranty; or
- b. if restoration isn't commercially reasonable, terminate the Order for the non-conforming Offering and refund any prepayment for the Offering on a pro-rata basis for the remainder of the relevant Subscription Term.

22.3. Exclusions

The warranty for Cloud Services excludes:

- a. **No-Charge Offerings and Previews;**
- b. **Non-reproducible errors; and**
- c. **Issues, problems, or defects arising from Customer Content, Third-Party Content, or due to not using Cloud Services in line with the terms of the Agreement.**

23. Disclaimers

- a. Tecosa makes only the limited warranties stated in the Agreement and disclaims all others, including the implied warranties of merchantability and fitness for a particular purpose.
- b. Representations about Offerings, features, or functionality in any communication with Customer are technical information, not a warranty or guarantee.
- c. Tecosa does not warrant or guarantee that:
 - Customer will achieve its intended results;
 - Offerings are suitable for Customer's intended use;
 - Offerings comply with all laws and regulations applicable to Customers' specific use;
 - Tecosa will correct reported errors or resolve support requests to meet Customer's needs;
 - Offerings or any Third-Party Content will be uninterrupted, error free, fail-safe, fault-tolerant, or free of harmful components; or
 - any Content, including Customer Content and Third-Party Content, will be secure or not lost or damaged.
- d. Tecosa does not control Customer's processes or the creation, validation, sale, or use of Customer's (or any client of Customer's) products or services.
- e. Tecosa will not be liable for any claim or demand made against Customer by any third party, except for Tecosa's obligations to indemnify Customer against Infringement Claims.

Other

24. Notices

24.1. Methods of notice

Tecosa may notify Customer by:

- a. posting a notification on Cloud Services or on the Subscription Console;
- b. sending an email or other text message to the address or contact number provided by Customer or then-associated with the Subscription Console; or
- c. sending an email to relevant users.

Notices about claims or disputes will always be sent to the party's address as specified in the applicable Order.

24.2. Notice delivery date

A notice will be deemed provided to Customer three days after its date, if Customer does not:

- a. regularly visit the Subscription Console; or
- b. receive a notice because of technical issues related to equipment or services under Customer's or Customer subcontractors' control.

24.3. Addresses

A party may change its address by giving written notice to the other party.

Customer will visit Cloud Services and the Subscription Console regularly and provide Tecosa with current email addresses of Customer representatives.

25. Information obligation and audit

25.1. Information obligation

Customer will provide information or other materials that Tecosa reasonably requests to verify Customer's compliance with the Agreement.

25.2. Tecosa' audit rights

Audits of Customer's use of installed Software may be conducted as self-audits by Customer using the inventory tools provided by Tecosa. If Customer is unable or unwilling to use the tools in self-service, Tecosa or its authorized agents may access Customer's facilities to perform the audit.

26. Export control compliance

In addition to Section 11 of the Base Terms, Customer will not:

- a. download, install, access, or use the Software or Cloud Services from or in any location prohibited by or subject to comprehensive sanctions according to the Export Regulations;
- b. grant access to, transfer, (re-)export (including any "deemed (re-)exports"), or make available the Software or Cloud Services to any entity or person identified on a restricted party list of the Export Regulations or owned or controlled by a listed party;
- c. use the Software or Cloud Services for any purpose prohibited by the Export Regulations (e.g., use in connection with armaments, nuclear technology, or weapons);
- d. upload to the Cloud Services platform any Customer Content unless it is non-controlled (e.g., in the EU: AL = N; in the U.S.: ECCN = N or EAR99); or
- e. facilitate any of these activities by any user.

Customer will provide all users with all information necessary to ensure compliance with the Export Regulations.

27. License rights applicable to the U.S. Government

- a. Offerings are commercial products and commercial services that were developed exclusively at private expense.
- b. Offerings acquired directly or indirectly for use by the U.S. Government are "commercial products, commercial services, and commercial computer software or computer software documentation" as defined in 48 C.F.R. §2.101.
- c. Offerings may only be used under the terms of the Agreement as required by 48 C.F.R. §12.212 and 48 C.F.R. §227.7202.
- d. The U.S. Government will only have the rights set out in the Agreement, which takes precedence over any conflicting terms or conditions in any government order document, except for provisions that clash with applicable mandatory federal laws.
- e. Tecosa will not be required to obtain a security clearance or otherwise be involved in accessing U.S. Government classified information.

Definitions

AUP	Tecosa' Acceptable Use Policy available at https://www.Tecosa.com/sw-terms/aup .
Cloud Services	<p>Online services and associated cloud-based APIs made available by Tecosa under these General Software and Cloud Terms, whether offered alone or in combination with Software. They include:</p> <ul style="list-style-type: none">• software-as-a-service;• platform-as-a-service;• cloud hosting services; and• online training services. <p>Cloud Services exclude Software, Customer Content, and Third-Party Content.</p>
Content	Data, text, audio, video, images, models, or software.
Customer Content	<p>Content entered into Cloud Services by or on behalf of Customer or any user and any output generated by Customer or any user through use of such Cloud Services based on such Content. It excludes:</p> <ul style="list-style-type: none">• Third-Party Content; and• Content owned or controlled by Tecosa, its Affiliates, or their respective licensors and made available by Tecosa or its Affiliates through or within Cloud Services.
Entitlements	<p>The license and use types, limits, volume or other measurement, or conditions of permitted use for an Offering as set out in the applicable Order, Supplemental Terms, or Documentation, including:</p> <ul style="list-style-type: none">• any limits or restrictions on the number and categories of users authorized to use the Offering;• permitted geographic areas;• available storage space;• computing power; or• other attributes and metrics.
No-Charge Offerings	Offerings provided at no charge.
Previews	Software, Cloud Services, or any feature thereof offered at no extra charge that are identified as "beta," "preview," "pre-release," "early access," or "non-general release."
Tecosa IP	All patents, copyrights, trade secrets, and other intellectual property rights in, related to, or used to provide or deliver any Offering or technical solution underlying any Offering and any improvement, modification, or derivative work of any of these.
Software	Software licensed by Tecosa under these General Software and Cloud Terms and made available for download or delivered to Customer for installation. It includes Updates, modifications, design data, and all their copies, associated software-based APIs, scripts, toolkits, libraries, reference or sample code, and similar materials.
Subscription Console	Administrative user account that Customer maintains with Tecosa to manage subscriptions to Offerings.
Subscription Term	The period specified in the Order for which a term-based Offering is made available to Customer. Any renewal constitutes a new Subscription Term.
Systems Information	Customer Content and information, statistics, and metrics about use, operation, support, and maintenance of Offerings.
Third-Party Content	Content, applications, and services owned or controlled by a third party and made available to Customer by the third party through or in connection with Cloud Services.